

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc. *et al.*, Debtors.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Turnpike Limited

Name of Transferee

Name and Address where notices to transferee should be sent:

Turnpike Limited
c/o Alden Global Capital
885 Third Avenue, 34th Floor
New York, NY 10022
Attention: Ithran Olivacce
E-mail: iolivacce@aldenglobal.com

Phone: 212-888-7214

Wire instructions:

Name of Bank: Wells Fargo N.A.
ABA: 121 000 248
SWIFT: WFBIUS6S
Account #: 4000103507
Account Name: Turnpike Limited

Alden Global Distressed

Opportunities Master Fund, L.P.

Name of Transferor


Court Claim #: **See attached Schedule 1**

Total Allowed Amount

to be Transferred: **See attached Schedule 1**

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:



Jason Pecora
Managing Director - Operations
Alden Global Capital
Transferee/Transferee's Agent Date: March 20, 2014

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Alden Global Distressed Opportunities Master Fund, L.P. ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to Turnpike Limited (the "Assignee"), and Assignee hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage of the principal/notional amount, each as specified in Schedule 1 ("Schedule 1") attached hereto (collectively, the "Assigned Claim"), in Assignor's right, title and interest in and to Proof of Claim Numbers: **See Schedule I**, filed by or on behalf of the Assignee (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Assignor relating to the Assigned Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Assigned Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Assigned Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Assigned Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Assigned Claim, and (iv) any and all of Assignor's right, title and interest in, to and under the transfer agreements, if any, under which Assignor or any prior Assignor acquired the rights and obligations underlying or constituting a part of the Assigned Claim, but only to the extent related to the Assigned Claim, (c) any and all proceeds of any of the foregoing, and (d) the security or securities (any such security, a "Purchased Security") relating to the Assigned Claim and specified in Schedule 1 attached hereto (collectively, as described in clauses (a), (b), (c) and (d) the "Transferred Claims").

2. Assignor hereby represents and warrants to Assignee that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Assignor owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Assignor or against Assignor; (d) Assignor is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Assigned Claim specified in Schedule 1 attached hereto; (f) Assignor has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Assignee receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) as of the date of this Agreement, the Purchased Securities have not been accelerated. Notwithstanding anything to the contrary contained herein or in any related document, Assignee is required to notify Assignor of any objection or other challenge to the transferred Claims and shall not settle any such objection or challenge without Assignor's written consent, such consent not to be unreasonably withheld.

3. Assignor hereby waives any objection to the transfer of the Transferred Claims to Assignee on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Assignor by Assignee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Assignee agrees to file a notice of

transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Assignor acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Assignor transferring to Assignee the Transferred Claims, recognizing Assignee as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Assignee.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Assignee shall be entitled to transfer its rights hereunder without any notice to or the consent of Assignor. Assignor hereby agrees to indemnify, defend and hold Assignee, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, in an amount not to exceed the purchase price paid for the Assigned Claim, including, without limitation, reasonable attorneys' fees and expenses, which result from Assignor's breach of its representations and warranties made herein.

5. Assignor shall promptly (but in any event no later than seven (7) business days following receipt) remit any payments, distributions or proceeds received by Assignor in respect of the Transferred Claims to Assignee. Assignor has transferred, or shall transfer as soon as practicable after the date hereof, to Assignee each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Assignee may designate in writing to Assignor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Assignor and Assignee agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Assignor's and Assignee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Assignor and Assignee each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this ____ day of _____, 2014.

**ALDEN GLOBAL DISTRESSED TURNPIKE LIMITED
OPPORTUNITIES MASTER FUND, L.P.**

By: Alden Global Capital, LLC, Its Service Provider

By: 
Name: **Jason Pecora**
Managing Director - Operations
Alden Global Capital
34th Floor, 885 Third Avenue,
New York, NY 10022
212-888-7214
iolivacce@aldenglobal.com

By: Alden Global Capital, LLC, Its Sole Member

By: 
Name: **Jason Pecora**
Managing Director - Operations
Alden Global Capital
34th Floor, 885 Third Avenue,
New York, NY 10022
212-888-7214
iolivacce@aldenglobal.com

Schedule 1

Transferred Claims

Lehman Programs Securities to which Transfer Relates

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
43381	XS0343843479	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				144,959.92
59840	XS0368095237	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				285,544.53
43380	XS0366298601	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				98,042.07
59552	XS0273666437	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				135,806.88
59533	XS0346438061	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				71,199.99
43382	XS0324188134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				143,316.48
48734	XS0287672694	Lehman Brothers Treasury Co.	Lehman Brothers Holdings Inc.				64,640.43

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		B.V.					
45221	XS0257807288	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				162,939.45
42667	XS0326085742	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				54,322.75
56865	XS0234421914	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				130,889.80
45214	XS0339810078	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				54,918.08
50549	XS0294106314	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				97,733.17
50549	XS0294106405	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				103,167.31
48734	XS0296067142	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				54,076.71
48734	XS0305948860	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				447,288.11
45214	XS0314067140	Lehman Brothers	Lehman Brothers				96,577.57

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Treasury Co. B.V.	Holdings Inc.				
67534	XS0353382681	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				206,709.66
67457	XS0323312974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				62,163.07
48734	XS0317240157	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				205,253.40
59098	XS0242396249	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				591,884.25
44983	XS0275062916	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				145,614.08
67456	XS0285422597	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				185,910.76
44979	XS0312058752	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				301,117.71
44985	XS0291145364	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				226,000.31
62901	XS0306341958	Lehman	Lehman				136,556.86

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Brothers Treasury Co. B.V.	Brothers Holdings Inc				
62901	XS0303764129	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				188,657.41
60638	XS0300460721	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				599,131.34
58808	XS0303865074	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				72,795.64
62870	CH0027120978	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				182,372.33
50472	XS0306226696	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				214,574.88
59233	CH0039308686	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				1,910,304.42
58890	XS0278638258	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				655,748.97
67361	XS0200284247	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				61,508.31

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
59650	XS0229584296	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				141,388.09
48734	XS0276441044	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				82,849.01
59581	XS0349054360	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				62,012.90
65521	XS0371847210	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				150,769.76
59536	XS0344556864	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				92,253.76
67183	XS0226711629	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				613,391.23
58569	DE000A0MHV V0	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				2,692,018.40
58568	DE000A0MJH E1	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				4,431,079.34
60638	XS0312463184	Lehman Brothers Treasury Co.	Lehman Brothers Holdings Inc				1,217,773.44

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		B.V.					
67542	XS0317961729	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				59,755.03
58559	XS0314918276	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				101,005.54
58571	DE000A0LHV D0	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				607,603.88
56921	XS0329670433	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				102,343.39
42026	XS0328586606	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				56,383.82
62750	XS0237304059	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				59,755.03
51170	XS0282866192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				75,349.38
66962	XS0286531156	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				1,059,703.23
66962	XS0297155565	Lehman Brothers	Lehman Brothers				1,739,773.65

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Treasury Co. B.V.	Holdings Inc				
62784	XS0298201988	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				173,710.60
62784	XS0298320218	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				190,128.10
67534	XS0342399325	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				59,880.34
66962	XS0314763052	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				238,373.06
62901	XS0317366689	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				195,170.82
35551	XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				237,454.98
58811	XS0327055371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				58,570.80
44504	XS0210433206	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				51,000.00
59589	XS0314479337	Lehman	Lehman				

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		Brothers Treasury Co. B.V.	Brothers Holdings Inc.				103,668.52
62784	XS0318599056	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				264,095.53
62750	XS0259672599	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				76,051.86
62750	XS0210326202	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				162,968.26
35550	XS0162289663	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				271,311.54
50717	XS0313737271	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				753,604.84
62727	XS0235648747	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				211,676.86
60696	XS0294024004	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				202,969.81
44981	XS0342406476	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				229,339.45

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
44980	XS0336248322	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				151,204.29
47110	XS0268043709	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				82,344.47
35552	XS0286529093	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				3,218,188.59
44978	XS0294325203	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				153,383.90
67361	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				248,856.84
67361	XS0213971210	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				235,385.06
58799	XS0280904714	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				103,637.18
58803	XS0287869050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				59,489.83
58809	XS0310084339	Lehman Brothers Treasury Co.	Lehman Brothers Holdings Inc.				116,397.27

CLAIM #	ISIN/CUSIP	Issuer	Guarantor	Blocking Number	Maturity	Notional Amount	Allowed Amount of Claim Transferred to Assignee (USD)
		B.V.					
50717	XS0313734922	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				1,465,889.62
50717	XS0314746479	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				729,615.26
44984	XS0269787858	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				367,339.99
44508	XS0342489589	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				138,977.79
44509	XS0336556146	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				300,111.80
66286	US52519VAR78	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc				952,556.48